

City of Knoxville – Chilhowee Park Outdoor Food Concessions Application

Applicant _____

(Please indicate the full legal name of the entity/person, whether it be an individual, corporation, partnership or an individual d/b/a.)

Contact Person For Applicant _____

Address _____

City _____, State _____, Zip Code _____

Phone: (_____) _____, Email: _____

Description: *(Describe nature of business or product to be sold and prices of items sold) (use back if necessary.) Please be precise when listing individual items to be sold as only the exact product(s) listed on the contract will be allowed.)*

Trailer/Stand size not including awnings: Width _____ x Length _____

Please State Your Minimum Needs for Setup and Operation _____

Electrical Needs: Volts/Amps _____

Description of Stand/Trailer (include photo) _____

A photo of your stand must accompany this application, If not, a brochure or catalog with a detailed description should be included.

Permits/Insurance Information

Must be able to provide all permits required by Knox County Health Department and the City of Knoxville Codes Department.

(Please see back)

The concessionaire must provide proof of insurance. See attached City of Knoxville insurance requirements.

NO APPLICATION WILL BE CONSIDERED WITHOUT ALL OF THE ABOVE INFORMATION.

This application is a **"Request for Space"** and **NOT** a contract or an offer by the City of Knoxville to enter a contract.

Signature: _____ Date: _____

If you would like to send your application via mail or have any questions about concessions please refer to the contact information below:

Chilhowee Park:

Office: 865-215-1460

Fax: 865-215-1455

Email: cspicer@cityofknoxville.org

Mailing Address:

Chilhowee Park

P.O. Box 14182

Knoxville, TN 37914

Insurance Requirement – City of Knoxville

Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

- (i) *Commercial General Liability Insurance*; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.

Such insurance shall:

- a. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
- (ii) *Automobile Liability Insurance*; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor
- (iii) *Workers' Compensation Insurance*. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.
- (iv) *Other Insurance Requirements*. Contractor shall:
 - a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the Law Director, City of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901.
 - b. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
 - c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
 - e. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
 - f. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
 - g. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City.
 - h. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed.